

Entered

Memorandum of Understanding
Between
The United States Department of the Interior
National Park Service, Bandelier National Monument and
The Incorporated County of Los Alamos

This Agreement is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of Bandelier National Monument, and the Incorporated County Los Alamos ("County").

ARTICLE I-BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual law enforcement assistance in and near Bandelier National Monument.

The County and the NPS have determined that the provision of law enforcement across jurisdictional boundaries in certain circumstances will be necessary and will increase the ability of the County and the NPS to protect the safety and promote the general welfare of the public.

The County Chief of Police may appoint certain federally commissioned NPS law enforcement rangers, employed by the NPS at Bandelier National Monument, as officers for purposes of enforcing state law within Bandelier National Monument or in response to certain emergency situations outside of Bandelier National Monument, and within Los Alamos County.

ARTICLE II -AUTHORITY

16 U.S.C. § 1a-6, authorizes the Secretary of the Interior "to designate ... certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within areas of the National Park System."

16 U.S.C. subsection 1 b(1) authorizes the Secretary of the Interior to render "emergency rescue, firefighting and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National park System."

Los Alamos is a combined city-county municipal corporation with a commission-manager form of government. The Los Alamos City-County manager has delegated to the Los Alamos City/County Chief of Police the authority to designate police officers.

Los Alamos County Charter Section 304.4 established the Police Department to be charged with conserving the peace and enforcing the laws of the State and the ordinances of the County. The Sheriff shall have those powers and duties assigned to sheriffs by state statutes, including the powers of a peace officer, but the Sheriff shall not duplicate or perform those duties in this Charter or by ordinance or resolution assigned or delegated to the County's Police Department.

N.M. Stat. Ann. subsection 29-1-11.E states that duly commissioned federal law enforcement officers whose

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primary duty is law enforcement, who are assigned in New Mexico, and who are required to be designated by the county sheriff on a case-by-case basis in the county in which they are working "are recognized and acknowledged to act as New Mexico peace officers and have all of the powers of New Mexico peace officers to enforce state laws in New Mexico, including the power to make arrest for violation of state laws." The NPS and the County agree that, under this provision and according to the County Charter, federally commissioned law enforcement rangers duty stationed at Bandelier National Monument are recognized and acknowledged to act as New Mexico peace officers to enforce state law, including the power to make arrests for violation of state laws, within Los Alamos City-County. The NPS and County agree to comply with this section and provide the New Mexico Department of Public Safety a list with the names and affiliated federal agency of every federal law enforcement officer recognized and authorized to act pursuant to this provision.

ARTICLE III - STATEMENT OF WORK

A. In-park Law Enforcement Assistance

1. The NPS will:

- a. Enforce all applicable federal laws within Bandelier National Monument, pursuant to 16 U.S.C. § 1a-6.
- b. Have primary responsibility for enforcing state misdemeanor offenses and some felonies occurring within Bandelier National Monument. Should the offense require investigation beyond the capabilities of the NPS, the County may assume responsibility, or work jointly with the NPS within the boundaries of Los Alamos County.

2. The County will:

- a. Notify the NPS of any offense occurring within Bandelier National Monument, whether County assumes responsibility for enforcement or not. At that time, the supervisory official with County and the NPS Chief Ranger or their NPS designee will determine which agency will assume responsibility for enforcement and investigation.
- b. Appoint pursuant to §304.4 of the County Charter, under N.M. Stat. Ann. § 29-1-11(E), federally commissioned NPS law enforcement rangers assigned to Bandelier National Monument as New Mexico peace officers for the purpose of exercising the powers and duties of the County within the portion of Bandelier National Monument located within Los Alamos County. The County will provide appropriate written credentials to all such NPS law enforcement rangers. For the purpose of enforcing state law within the portion of Bandelier National Monument located within Los Alamos County, all such NPS law enforcement rangers also shall be deemed to have been designated by the County, under N.M. Stat. Ann. Subsection 29-1-11 E, to assist the County with each incident or case in which the NPS law enforcement rangers are involved.

B. Out-of-park Emergency Law Enforcement Assistance

1. The NPS will:

- a. At the County's request, render emergency law enforcement assistance, whenever possible, in the following situations:
 - Life or death incidents;

- Accidents or incidents involving a serious injury or fatality;
 - Crime scenes involving the protection of human life;
 - Officer in trouble;
 - Threats to public health or safety;
 - Incidents directly affecting park visitor safety or park resource protection;
 - Felonies committed in the presence of the NPS law enforcement ranger;
 - Misdemeanors committed in the presence of NPS law enforcement ranger, which poses an immediate threat to the public's health or safety.
- b. Render emergency law enforcement assistance in those situations where a properly appointed NPS law enforcement ranger, while in the course of his/her official duties, observes an emergency situation (as identified in provision III.B.1.a. above), at which time the NPS law enforcement ranger will take appropriate action to secure and manage the scene. The NPS will immediately notify the County of the incident. If the County cannot respond to the scene in a timely manner, then the NPS law enforcement ranger will continue to take appropriate action to manage the scene, including, if necessary, arresting and transporting to the Los Alamos detention center a criminal suspect. If the County can respond to the scene in a timely manner, then NPS law enforcement ranger will relinquish command of the incident to the first County officer on the scene; however, if requested, the NPS law enforcement ranger may continue to assist the County for the duration of the incident.
- c. Render assistance until such time as the County has enough resources on the scene to adequately control an emergency or until the emergency no longer exists, whichever comes first.
- d. For good cause, at the discretion of the NPS Chief Ranger or his/her designee, make a decision at any time to withdraw emergency law enforcement assistance.
- e. Provide only NPS law enforcement rangers who have been appointed by the County as officers to render emergency law enforcement assistance to the County.
- f. Wear the official NPS uniform or plain clothes, if approved by the NPS Chief Ranger or his/her designee.
- g. Remain under the authority and control of NPS supervisors; will be subject to the laws, regulations, and policies of the NPS and of the United States Department of the Interior; and will not receive any monetary compensation from any source other than the NPS.
- h. Be deemed to be acting within the scope of their federal employment while rendering emergency assistance to the County under this agreement. Under no circumstances will NPS law enforcement ranger be deemed to be "borrowed servants" of the County.

2. The County will:

- a. Approve and direct official requests to the NPS Chief Ranger or his/her designee for emergency law enforcement assistance (in those situations described in Article III.B.1.a.).
- b. Provide an on-scene commanding officer, who will be in command of all officers, including NPS law enforcement rangers who are rendering emergency assistance; provided that the County on-scene commander will exercise command of NPS law

enforcement rangers only through the highest ranking NPS law enforcement ranger at the scene, which individual will be identified by the NPS.

- c. Appoint pursuant to §304.4 of the County Charter, under N.M. Stat. Ann. § 29-1-11(E), federally commissioned NPS law enforcement rangers assigned to Bandelier National Monument as County officers for the purpose of assisting the County in those situations described in provision III.B.1.a above, all such NPS law enforcement rangers also shall be deemed to have been designated by the County, under N.M. Stat. 29-1-11E, to assist the County with each incident or case in which NPS law enforcement rangers are involved.

C. Each party will:

1. Bear its own costs for furnishing services under this agreement, and neither party will claim reimbursement for those costs from the other party.
2. By entering into this MOU, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this MOU modifies or waives any provision of the New Mexico Tort Claims Act.
3. Coordinate all public information releases about law enforcement incidents, investigations, actions, and other matters involving both parties. No public information release by one party will refer to the other party or to any employee of the other party (by name or otherwise) without the other party's prior approval.

ARTICLE IV -TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article IX that follows.

ARTICLE V -KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. **For the NPS:**

Jason Lott
Superintendent
Bandelier National Monument
15 Entrance Road Los Alamos, NM 87544-9508
Telephone: (505) 672-3861 x501

Dennis Milligan
Acting Chief Ranger
Bandelier National Monument
15 Entrance Road Los Alamos, NM 87544-9508
Telephone: (505) 672-3861 x401

2. For the County:

Dino Sgambellone
 Chief of Police
 Los Alamos County
 2500 Trinity Drive
 Los Alamos, NM 87544
 Telephone: (505) 662-8226

Jason Herrera
 Deputy Police Chief
 Los Alamos County
 2500 Trinity Drive
 Los Alamos, NM 87544
 Telephone: (505) 662-8239

- B. Communications: The County will address any communication regarding this Agreement to the Chief Ranger with a copy to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the Chief Ranger.
- C. Changes in Key Officials: The NPS and the County may make any permanent change in a key official. Written notice to the other party change shall be in accordance with Article V(A) herein.

ARTICLE VI -PRIOR APPROVAL

The NPS will obtain prior approval in accordance with Statement of Work detailed in Article III of this agreement.

ARTICLE VII -REPORTS AND/OR OTHER Deliverables

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE VIII - PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the NPS to the County will be used and disposed of as set forth in the NPS Property Management Regulations and the County Code.

ARTICLE IX -MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with sixty (60) days advance written notice to the Key Officials identified in Article V(A) herein. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE X -STANDARD CLAUSES

- A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of the u.s. Department of the Interior -Civil Rights Assurance Certification, nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The County will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the County represents. No release of information relating to this Agreement may state or imply that the Government approves of the County's work product, or considers the County's work product to be superior to other products or services.

C. Public Information Release

1. Public Information

- a. The County will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the County represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the County or considers the County work product to be superior to other products or services.
- b. The County will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."
- c. The County will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the key official, who will forward such materials to the public affairs office, along with the request for approval.
- d. The County agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

2. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This

restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XI -SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: D. Jason Lott

Title: Superintendent

Date: _____



FOR THE COUNTY:

Signature: _____

Name: Harry Burgess

Title: County Manager

Date: 12/23/14

Signature: _____

Name: Dino Sgambellone

Title: Chief of Police

Date: 12 19 14